

I

Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employee receives compensation for his employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which he is employed.

II

Defendants shall not fail to make, keep, and preserve records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.

III

The Defendants hereby acknowledge and the Court finds that:

A. Defendant **TRIPLE V CONCRETE CONSTRUCTION, INC.** is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of section 3(s)(1) of the Act.

B. Defendant **LAYNE VANDERWERF** acted directly or indirectly in the interest of the corporate Defendant **TRIPLE V CONCRETE CONSTRUCTION, INC.**, and is an “employer” under section 3(d) of the Act and is, as such, individually responsible for the obligations contained in this Consent Judgment.

C. Defendant **JENNIE VANDERWERF** acted directly or indirectly in the interest of the corporate Defendant **TRIPLE V CONCRETE CONSTRUCTION, INC.**, and is an

“employer” under section 3(d) of the Act and is, as such, individually responsible for the obligations contained in this Consent Judgment.

IV

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of Plaintiff and against Defendants in the total amount of **\$112,397.90**.

A. Defendants shall pay Plaintiff the sum of **\$56,198.95**, which represents the unpaid gross overtime compensation hereby found to be due for the period of November 7, 2015, to November 4, 2017, for those employees listed in Exhibit A hereof.

B. Defendants shall further pay to Plaintiff the sum of **\$56,198.95**, which represents the liquidated damages hereby found to be due, for the period of November 7, 2015, to November 4, 2017, to the present and former employees named and in the amounts set forth in Exhibit A, attached hereto and made a part hereof.

V

The monetary provisions of Paragraph IV of this Consent Judgment shall be deemed satisfied by Defendants upon the following:

A. Along with the initial payment, Defendants also shall provide Plaintiff a schedule, in duplicate, showing the name, last-known address, social security number, and gross amount due for each employee named in Exhibit A.

B. Defendants shall deliver to Plaintiff an initial payment of **\$28,099.48** at the time this Consent Judgment is filed with the Court, and the remaining amounts of unpaid compensation and liquidated damages shall be paid by Defendants to Plaintiff in installments as follows:

<u>Payment Due</u>	<u>Amount Due</u>
March 30, 2019	\$28,099.48
May 15, 2019	\$56,198.95

C. Defendants shall deliver to Plaintiff certified checks or cashier's checks made payable to the order of the "Wage and Hour Div., Labor," as set forth above. The aforesaid installment payments shall be forwarded to the U.S. Department of Labor – Wage and Hour Division, P.O. Box 2638, Chicago, Illinois 60690-2638.

D. Plaintiff shall distribute the proceeds of each installment check (less legal deductions for each employee's share of social security and Federal withholding taxes) to the persons enumerated in Exhibit A, or to their estates if that be necessary, and any amounts of unpaid compensation and liquidated damages not so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United states as miscellaneous receipts. Defendants remain responsible for paying their share of any applicable taxes to the appropriate State and Federal revenue authorities.

E. Should Defendants fail to pay any of the aforesaid installment payments on or before the dates set forth above, the entire amount of the balance of unpaid amounts remaining shall become due without further notice by Plaintiff to Defendants.

VI

Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any current or former employee to return or to offer to return to the Defendants or to someone else for the Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this Consent Judgment

or the Act; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the Defendants under the provisions of this Consent Judgment or the Act.

VII

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bears its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as Amended.

DATED: _____

ERIC C. TOSTRUD
UNITED STATES DISTRICT COURT JUDGE

The parties hereby consent to the entry of this Consent Judgment:

FOR THE SECRETARY OF LABOR:

KATE S. O'SCANNLAIN

Solicitor of Labor

CHRISTINE Z. HERI

Regional Solicitor


MARTHA P. FRYDL

DATED: 1/8/19

P.O. ADDRESS:

Office of the Solicitor

U.S. Department of Labor

230 S. Dearborn St., Room 844

Chicago, IL 60604

P: (312) 353-7836

F: (312) 353-5698

FOR THE DEFENDANTS:


LAYNE VANDERWERF

Owner

DATED: 12/21/18

**FOR TRIPLE V CONCRETE
CONSTRUCTION, INC.**


JENNIE VANDERWERF

Employer/Manager

DATED: 12-21-18


HUGH J. CAIN

Attorney

DATED: 12/24/18

Hopkins & Huebner, P.C.

2700 Grand Avenue, Suite 111

Des Moines, IA 50312-5215

EXHIBIT A

Employee	Back Wages	Liquidated Damages	Total
Aguilar, Cirilo	\$2,388.65	\$2,388.65	\$4,777.30
Aguilar, Victor	\$2,276.73	\$2,276.73	\$4,553.46
Bermudez, Ruben	\$4,710.61	\$4,710.61	\$9,421.22
Bermudez Garcia, Bryan	\$263.52	\$263.52	\$527.04
Briffett, Scott	\$1,849.35	\$1,849.35	\$3,698.70
Cantaro, Ivan	\$1,608.99	\$1,608.99	\$3,217.98
Carmona, Rafael	\$2,828.50	\$2,828.50	\$5,657.00
Castro, Ernest	\$145.53	\$145.53	\$291.06
Cruz-Salem, Luis-Miguel	\$1,354.72	\$1,354.72	\$2,709.44
Duran, Francisco	\$1,321.20	\$1,321.20	\$2,642.40
Escribano Villaseca, Eliasar	\$1,550.97	\$1,550.97	\$3,101.94
Garcia, Nery	\$2,329.78	\$2,329.78	\$4,659.56
Garcia, Oscar	\$463.16	\$463.16	\$926.32
Garcia-Zavala, Eduardo	\$246.05	\$246.05	\$492.10
Gomez, Juan	\$325.13	\$325.13	\$650.26
Haase, Cameron	\$282.00	\$282.00	\$564.00
Hernandez, Pierre	\$2,744.50	\$2,744.50	\$5,489.00
Hoef, Scott	\$1,667.25	\$1,667.25	\$3,334.50
Johns, Anthony	\$770.30	\$770.30	\$1,540.60
Krueger, Nathaniel	\$233.55	\$233.55	\$467.10
Kurth, Kevin	\$2,125.65	\$2,125.65	\$4,251.30
Lorenz, Quincy	\$96.93	\$96.93	\$193.86
Lovre, Daniel	\$447.00	\$447.00	\$894.00
Meraz-Sillas, Miguel	\$1,172.57	\$1,172.57	\$2,345.14
Moody, Craig	\$45.90	\$45.90	\$91.80
Moreno-Melendez, Cristian G	\$799.11	\$799.11	\$1,598.22
Munoz-Diaz, Moises	\$735.12	\$735.12	\$1,470.24
Navarro-Perez, Misael	\$1,537.73	\$1,537.73	\$3,075.46
Osorio-Villalobos, Ernesto	\$2,436.23	\$2,436.23	\$4,872.46
Pedraza-Cantero, Joel	\$1,565.35	\$1,565.35	\$3,130.70
Pedraza-Cantero, Miguel	\$1,475.85	\$1,475.85	\$2,951.70
Perez, Marcos	\$1,245.30	\$1,245.30	\$2,490.60
Perez, Nestor	\$683.09	\$683.09	\$1,366.18
Perez-Zavala, Hugo	\$1,767.55	\$1,767.55	\$3,535.10
Proctor, Andrew	\$91.35	\$91.35	\$182.70
Rivers, Kenneth	\$119.15	\$119.15	\$238.30
Rodarte-Espinoza, Alonso	\$529.29	\$529.29	\$1,058.58
Saldana, David	\$414.77	\$414.77	\$829.54
Sellner, Jay	\$2,578.10	\$2,578.10	\$5,156.20

Sierra-Gonzalez, Jesus	\$823.59	\$823.59	\$1,647.18
Strickland-Ressler, Chris	\$296.03	\$296.03	\$592.06
Thooft, Dean	\$489.06	\$489.06	\$978.12
Tista, Mario	\$105.60	\$105.60	\$211.20
Vanderwerf, Trever	\$1,138.11	\$1,138.11	\$2,276.22
Villalobos, Ramon	\$1,023.05	\$1,023.05	\$2,046.10
Villaseca-Tomes, Cristobal	\$1,574.28	\$1,574.28	\$3,148.56
Villaseca-Tomes, David	\$1,478.04	\$1,478.04	\$2,956.08
Wright, Justin	\$44.66	\$44.66	\$89.32
Totals:	\$56,198.95	\$56,198.95	\$112,397.90

Total: \$112,397.90